

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures under the test program for commercial items found at FAR 13.5, as supplemented with the additional information included in this notice. This announcement constitutes the only solicitation; a written solicitation will not be issued. PAPER COPIES OF THIS SOLICITATION WILL NOT BE AVAILABLE. This combined synopsis/solicitation SHALL be posted on both FEDBIZOPPS and NECO (<https://www.neco.navy.mil/>).

This requirement was first advertised as Sources Sought Notice No. 6588816RC6020 on 30 June 2016.

The Request for Quote (RFQ) number is N00244-16-T-0197. This solicitation documents and incorporates provisions and clauses in effect through FAR FAC 2005-89, effective 14 July 2016 and DFARS Publication Notice 20160616 effective 16 June 2016. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: <https://www.acquisition.gov/far/> and <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

The NAICS code is **339115** and the Small Business Standard is **1,000** employees. The proposed contract is set-aside for Economically Disadvantaged Women-owned Small Business (EDWOSB) concerns or Women-owned Small Business (WOSB) concerns eligible under the WOSB Program. Offers from other than EDWOSB or WOSB concerns will not be considered.

In order to participate in this procurement, the offeror shall be able to provide supplies (end products) that are manufactured or produced in the United States or its outlying areas. A small business needs to comply with FAR 19.001 in order to be *exempted* from the manufacturer rule to mean that a contractor under a small business set-aside or 8(a) contract shall be a small business under the applicable size standard and shall provide either its own product or that of another domestic small business manufacturing or processing concern. A small business may qualify a non-manufacturer if it: **(1)** Does not exceed 500 employees; **(2)** Is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied; and **(3)** Will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement. 13 CFR § 121.406(b).

NAVSUP Fleet Logistics Center San Diego (FLCSD) requests responses from qualified sources capable of providing safety glasses and optician services in accordance with attached Statement of Work (SOW) and its contract line item structure (spreadsheet attached). The SOW provides required item descriptions, quantities, and units of issue.

The main performance objective of this project is to obtain Personal Protective Eyewear (PPE) from a reliable source that can provide a varied selection of lenses and frame styles of safety eyewear that conform to ANSI and commercial standards. It is the Government's intent to ultimately issue a solicitation for a base year and four one year option periods. The type of contract is anticipated to be an Indefinite Delivery Indefinite Quantity (IDIQ), firm-fixed price (FFP) contract. Delivery orders will be placed by NAVSUP FLCSD. Each delivery order will identify quantities, eyewear type, delivery terms, period of performance, etc. The estimated number of safety glasses is 420 units per year. The contractor shall maintain a minimum sample of approximately five (5) types of different frames and styles and approximately five (5) lens types., this will help the employees chose their prescription glasses.

The planned period of performance of the contract is as follows:

Base Period	13 October 2016 – 12 October 2017
Option Year I	13 October 2017 – 12 October 2018
Option Year II	13 October 2018 – 12 October 2019
Option Year III	13 October 2019 – 12 October 2020
Option Year IV	13 October 2020 – 12 October 2021

In the performance of this contract, all materials will be delivered to FRCSW, San Diego, CA 92135, FOB Destination. Delivery date is 15 days after contract award; unless otherwise specified in the issued delivery order. Delivery orders placed against the IDIQ will specify its own period of performance and delivery/shipping information. Unless otherwise specified in the order, the supplier is responsible for the performance of all inspection requirements and quality control.

Post-Award Contract Administration will be retained by NAVSUP FLCSD, Code 240.

Addenda to provision 52.212-1 are included herein. Provision 52.212-2 is applicable and specific evaluation criteria included in paragraph (a) of the provision. Offerors shall include a completed copy of provision 52.212-3 and its ALT I Offeror Representations and Certifications – Commercial Items; therefore, all offerors shall have their Representations and Certifications (FAR 52.212-3(b)) within the System for Award Management (SAM) updated at the time of quote. NOTE: This provision is considered a fill-in. All applicable fields must be completed.

Applicable contract terms and conditions contained within FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) and are hereby incorporated by reference.

The following FAR provisions and clauses are applicable to this procurement:

52.203-3 Gratuities (Apr 1984)
 52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006), Alternate I (Oct 1995)
 7System for Award Management
 52.204-7 System for Award Management (Jul 2013)
 52.204-13 System for Award Management Maintenance (Jul 2013)
 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)
 52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)
 52.204-18 Commercial and Government Entity Code Maintenance (Jul 2016)
 52.209-2 Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)
 52.209-5 Certification Regarding Responsibility Matters (Oct 2015)
 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)
 52.211-6 Brand Name or Equal (Aug 1999)
 52.212-1 Instructions to Offerors - Commercial Items
 52.212-3 Offeror Representations and Certifications--Commercial Items (Apr 2016) with its Alternate I (Oct 2014)
 52.212-4 Contract Terms and Conditions - Commercial Items
 52.212-5 Contract Terms & Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Deviation 2013-O0019) (July 2014)
 52.217-5 Evaluation of Options (Jul 1990)
 52.219-4 Notice of Price Evaluation Preference for HUBZone SB Concerns (Oct 2014)
 52.219-6 Notice of Total Small Business Set-Aside
 52.219-8 Utilization of Small Business Concerns
 52.219-14 Limitations on Subcontracting
 52.219-28 Post Award Small Business Program Representation
 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015)
 52.222-3 Convict Labor (June 2003)
 52.222-19 Child Labor—Cooperation with Authorities and Remedies
 52.222-21 Prohibition of Segregated Facilities
 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)
 52.222-26 Equal Opportunity (Apr 2015)
 52.222-35 Equal Opportunity for Veterans (Oct 2015)
 52.222-36 Affirmative Action for Workers with Disabilities
 52.222-37 Employment Reports on Disabled Veterans (July 2014)
 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
 52.222-41 Service Contract Labor Standards (May 2014)
 52.222-42 Statement of Equivalent Rates for Federal Hires
 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014)
 52.222-50 Combating Trafficking in Persons
 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015)

52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
 52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)
 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Oct 2015)
 52.232-18 -- Availability of Funds (Apr 1984)
 52.232-33 Payment by Electronic Funds Transfer-- System for Award Management (Jul. 2013)
 52.232-36 Payment by Third Party (May 2014)
 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
 52.232-40 Providing Accelerated Payments to Small Business subcontractors
 52.233-1 Service of Protest (Sep 2006)
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation
 52.239-1 Privacy or Security Safeguards
 52.247-34 f.o.b. Destination

 252.203-7000 Requirements Relating To Compensation of Former DoD Officials
 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
 252.203-7005 Representation Relating To Compensation of Former DoD Officials
 252.203-7998 Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements—Representation (Deviation 2015-O0010)
 252.203-7999 Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (Deviation 2015-O0010)
 252.204-7003 Control of Government Personnel Work Product
 252.204-7004 Alt A, System for Award Management
 252.204-7007 Alternate A, Annual Representations and Certifications
 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Information
 252.204-7011 Alternative Line Item Structure
 252.204-7012 Safeguarding Covered Defense Info and Cyber Incident Reporting
 252.204-7015 Disclosure of Information to Litigation Support Contractors
 252.209-7004 Subcontracting with firms that are owned or controlled by the government of a country that is a state sponsor of terrorism (OCT 2015)
 252.209-7992 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2015 Appropriations.
 252.223-7006 Use in all solicitations and contracts which require, may require, or permit contractor access to a DoD installation
 252.223-7008 Prohibition of hexavalent chromium (JUN 2013)
 252.225-7001 Buy American and Balance of Payments Program
 252.225-7012 Preference for Certain Domestic Commodities
 252.225-7021 Trade Agreements—Basic
 252.225-7036 Buy American—Free Trade Agreements—Balance of Payments Program-Basic
 252.232-7003 Electronic Submission of Payment Requests And Receiving Reports
 252.232-7006 Wide Area WorkFlow Payment Instructions
 252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card
 252.232-7010 Levies On Contract Payments
 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
 252.243-7002 Requests for Equitable Adjustment
 252.244-7000 Subcontracts For Commercial Items
 252.247-7023 Transportation of Supplies by Sea
 252.215-7007 Notice of Intent to Resolicit
 252.215-7008 Only One Offer
 252.216-7006 Ordering (MAY 2011)

CLAUSES INCORPORATED BY FULL TEXT

ADDENDUM TO FAR 52.212-1

The Government will award a single Firm Fixed Price (FFP) type contract resulting from this solicitation. Offerors are required to submit a signed offer by the solicitation closing date that: (1) shows the offeror is not taking exception to any solicitation term; and (2) includes unit prices and total prices for all line items and sub line items for which the Navy is soliciting a price. The offer shall include:

- (a) Acknowledgement that offers shall be held firm for sixty (60) days.
- (b) After the solicitation closing date, the contracting officer may require an offeror to promptly submit information to demonstrate the offeror is responsible IAW FAR 9.104-1 standards of responsibility.
- (c) Please, submit *one hard copy* of your proposal package by **MAIL**:
 Attention Ms. Lolita Soto
 Contract Specialist
 NAVSUP Fleet Logistics Center, Code 240
 3985 Cummings Road, Bldg. 116, 3rd Floor
 San Diego, CA 92136

 A *second copy* in electronic form via **E-MAIL** at: (lolita.soto@navy.mil) using subject line:
RFQ N00244-16-T-0197 PRESCRIPTION SAFETY EYEWEAR/OPTICIAN.
- (d) Comply with not-to-exceed page limits stated in FAR 52.212-2. Page size shall be 8 ½ x 11, letter size and be in Microsoft compatible format. Offeror submissions shall not include hyperlinks. Font size shall be not less than 10-pitch, single-spaced, including in charts and graphs.
- (e) Cost proposal shall comply with provided *CLIN Structure Pricing Template*, 1 single Excel file, no tab or page limit.
- (f) Price will be evaluated by totaling the prices for all line items and subline items, including options, for which the Government has requested the offeror to provide a price.
- (g) Pricing information in spreadsheets shall be in Excel format and include FOB point, company name and contact information to include phone number, GSA contract number if applicable, business size, and payment terms. Each response must clearly indicate the capability of the offeror to meet all specifications and requirements.
- (h) System for Award Management (SAM). Quoters must be registered in the SAM database to be considered for award. Registration is free and can be completed on-line at <http://www.sam.gov/>.

FAR 52.212-2 Evaluation of Commercial Items (October 2014);

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes based on identified technically acceptable offer who proposes the lowest price.

(i) FACTOR 1 - TECHNICAL CAPABILITY (Not-to-Exceed 8 Pages)

The offeror shall provide a Technical Capability Statement that addresses the following items in order to be deemed responsive.

1. **Manufacturing Capability:** Supplies shall be manufactured by a small business in the United States or its outlying areas. The concern shall perform work for at least 50 percent of the cost of manufacturing, not including the cost of materials. The Non-Manufacturer Rule is an exception to the usual requirement that contractors supplying goods to the government perform at least 50 percent of the cost of manufacturing the items. Simply put, it allows a firm to supply products it did not manufacture – as long as the products come from another small business. Further, the rule requires that contractors have less than 500 employees, be primarily engaged in the retail or wholesale trade, and normally sell the type of item being supplied.

2. Offerors commercial product brochures or technical narrative information, submitted in response to Instruction to Offerors shall be used to make a determination of whether the offeror meets the technical capability requirements.
3. Proposed products shall be in compliance with the American National Standard for Occupational and Educational Personal Eye and Face Protection Devices, ANSI Z87.1-2003 safety standards or its newer release.
4. Capacity to provide all frames, lenses, full-face respirators IAW SOW. New equipment only; no remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.
5. Warranty on frames, lenses, goggles, and spectacles.

(ii) FACTOR 2 – ONSITE OPTICIAN SERVICES (Not-to-Exceed 3 Pages)

The contractor shall provide a trained and qualified optician dispenser 24 days per year, twice a month, 8 hrs/ day IAW SOW Section 3.1. Offerors are required to submit a copy of a current training certificate issued by the American Board of Opticianry (ABO) or any successor agency to that board to determine no less than entry-level competence as a spectacle lens dispenser.

Offerors that provide the requested technical capability statement, supporting technical literature and onsite optician certification will be evaluated by the Government. This documentation will be used to allow the Government to make a determination of whether an offeror is technically acceptable or not. Upon complete evaluation by the Government's Technical Evaluation personnel the documentation is determined to be sufficient the offeror's technical capability will be rated as "acceptable."

Offerors that do not provide the requested information under Factor 1 and 2 will be rated as "Unacceptable" and excluded from further evaluation under the remaining factors.

(iii) FACTOR 3 – DELIVERY & FOB Terms (Not-to-Exceed 1 Page)

A statement shall be made by the offeror in writing confirming their ability to comply with the required delivery timeframe and F.O.B. terms. Issuance of delivery orders can take place at any time during the effective ordering period as listed in this solicitation. Proposals submitted on a basis other than F.O.B. Destination may be rejected and may be deemed unacceptable. All transportation charges are to be paid by the Contractor without additional expense to the Government. It is anticipated normal delivery time is 15 days after receipt of delivery order and all deliveries will be shipped to FRCSW, Navy Occupational Safety and Health, NASNI, Code 08202, Bldg. 379, San Diego, CA 92135-7058.

The supplier is responsible for the performance of all inspection requirements and quality control of safety eyewear required by the SOW. Offerors that take exception to this delivery timeframe and F.O.B. terms or fail to confirm in writing may be determined ineligible for award.

The following ratings will apply to Factor 1, 2 and 3.

Technical Ratings	
Rating	Description
ACCEPTABLE	Offeror clearly meets the minimum requirements of the solicitation.
UNACCEPTABLE	Offeror does not clearly meet the minimum requirements of the solicitation.

A rating of "Unacceptable" will preclude any further evaluation submitted by the offeror.

(iv) FACTOR 4 – PAST PERFORMANCE (Not-to-Exceed 4 Pages)

The Government will evaluate a offeror's past performance in one area: Performance of contract effort. Offerors are required to provide historical past performance data that will show actual work under a contract with a U.S. Government customer or commercial entities that is similar as the required work specified under the applicable SOW. The offeror shall provide a *Past Performance Information (PPI) form* for the same type of work performed on prior Government or commercial company contracts within the last five (5) years. Offerors shall provide historical data from the past five (5) years for the type of prescription eyewear and optician services under this Request for Quotes (RFQ). At a minimum two (2) historical contract references are required.

The following ratings listed below will be used to evaluate factor 4.

Past Performance Evaluation Ratings	
Rating	Description
ACCEPTABLE	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below)
UNACCEPTABLE	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.
NEUTRAL/UNKNOWN	Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or "neutral") past performance. <i>In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."</i>

Past performance will be rated on the basis on relevance, quality, delivery or cost problems, corrective actions, and effectiveness of the corrective actions. The Government will give an "acceptable" past performance rating to quotes where the offeror has relevant past performance, no monetary assessment for non-conforming services, no terminations for default, and met contract requirements for timely delivery and customer service. The Government will not make award to a quote that the Government evaluates as "unacceptable" on past performance. To be eligible for award, the Government must evaluate the past performance factor as acceptable.

(v) FACTOR 5- PRICE

Provide detail product/service description, inclusive of salient characteristics and pricing in the sample "*CLIN Structure pricing templates*" provided in the solicitation. The Government intends to evaluate the quotes and award a FFP contract following Lowest Price Technically Acceptable (LPTA) source selection procedures without discussions. However, the Government reserves the right to hold discussions if deemed necessary. Each initial quote should therefore contain the quoter's most accurate terms from both a technical and pricing standpoint.

2-Step Evaluation: Quotes will be evaluated first under Factor 1 and Factor 2 which represents MINIMUM acceptable criteria. Under these factors, products/services quoted will be determined to be either technically acceptable or unacceptable. Failure to meet the minimum criteria for these factors will render the quote to be technically UNACCEPTABLE and will not be considered for award.

Only those quotes which meet the minimum requirements established by Factor 1 (Technical Capability) and Factor 2 (Onsite Optician Services) will be further evaluated under Factor 3 (Delivery), Factor 4 (Past Performance) and Factor 5 (Price).

In the second step of evaluating quotes determined under Factor 1 and Factor 2 to be technically acceptable. Technical factors to include Factor 3 (Delivery) and Factor 4 (Past Performance) when combined are approximately of equal importance to Factor 5 (Price).

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award

The Government intends to award this contract without discussions. Notwithstanding this intent, the Government reserves the right to establish a competitive range, conduct discussions with Offerors, and request revised proposals, as necessary. The Government also reserves the right to reduce the number of proposals considered for award on the basis of efficiency pursuant to FAR 15.306 (c).

(End of Provision)

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 13 October 2016 through 12 October 2021.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of Clause)

52.216-19 Order limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$400;

(2) Any order for a combination of items in excess of \$10,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 120 days after the ordering period.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR provisions: <http://farsite.hill.af.mil/vffara.htm>

DFAR provisions: <http://farsite.hill.af.mil/vffara.htm>

(End of Provision)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://farsite.hill.af.mil/vffara.htm>

DFARS Clauses: <http://farsite.hill.af.mil/vfdfara.htm>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

The use in this solicitation of any Defense Federal Acquisition Regulations Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 Authorized deviations in clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Ralph A. Franchi
 ADDRESS: NAVSUP FLC San Diego
 3985 Cummings Road, Code 240
 San Diego, CA 92136
 TELEPHONE: 619-556-9776
 (End of Clause)

DESIGNATION OF ORDERING ACTIVITY

The following Naval activity is hereby authorized to place delivery orders:

NAVSUP Fleet Logistics Center San Diego
 Regional Contracts Department
 3985 Cummings Road, Bldg. 116
 San Diego, CA 92136-4200
 (619) 556-9800

The Contracting Officer will issue a letter to the contractor coincident with contract award listing the authorized ordering officer(s) by name. The authorized ordering officer is responsible for issuing and administering any orders placed hereunder. Ordering officers have no authority to modify any provisions of the basic contract. Any deviations from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Terminations of delivery orders for convenience or for default shall be issued only by the PCO.

NON-NAVY OWNED CRANES

The following is a list of minimum requirements that contractors shall comply with for all contracts that may result in the use of a crane for the accomplishment of work.

- (a) The contractor shall notify the contracting officer, in advance, of the intent of bringing a non-Navy owned crane onto a Navy shore installation. All entries shall be through a prearranged entry point.
- (b) The contractor shall comply with the applicable American Society of Mechanical Engineers (ASME) standards (e.g., B30.5 for mobile cranes, B30.22 for articulating boom cranes, B30.3 for construction tower cranes, and B30.8 for floating cranes). For barge mounted mobile cranes, a load indicating device, a wind indicating device, and a marine type list indicator readable in one-half degree increments are required. In addition, the contractor shall comply with specific naval crane safety and operation regulations/standards specifically required by the Navy shore installation and state or local Government.
- (c) The contractor shall certify that the crane and rigging gear meets applicable Occupational Safety and Health Administration (OSHA) regulations by providing a Certificate of Compliance. The Certificate, figure P-1, appendix P-1 of Naval Facilities Engineering Command (NAVFAC) P-307 "Management of Weight Handling Equipment", can be downloaded from the NAVFAC Naval Crane Center website, <http://ncc.navy.mil/crane/307jun03.pdf>. The contractor must cite which OSHA regulations are applicable, e.g., cranes used in cargo transfer shall comply with 29 CFR 1917; cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926; cranes used in shipbuilding, ship repair, or shipbreaking shall comply with 29 CFR 1915. For cranes at Naval activities in foreign countries, the contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards. The contractor shall also certify that all of its crane operators working in the naval activity have been trained not to bypass safety devices (e.g., anti-two block devices) during lifting operations. The Certification of Compliance form shall be posted on the crane.
- (d) For mobile cranes with original equipment manufacturer (OEM) rated capacities of 50,000 pounds or greater, the crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a Government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

- (e) The contractor shall certify that the crane operator is qualified and trained for the operation of the crane to be used. Certification appendix P-1, figure P-1, of NAVFAC P-307, see paragraph (c) above.
 - (f) The contractor shall provide a critical lift plan for each of the following lifts: lifts over 75 percent of the capacity of the crane or hoist (lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall include the following as applicable:
 - (1) The size and weight of the load to be lifted, including crane and rigging components that add to the weight. The OEM's maximum load capacities for the entire range of the lift shall also be provided.
 - (2) The lift geometry, including the crane position, boom length and angle, height of lift, and radius for the entire range of the lift. This applies to both single and tandem crane lifts.
 - (3) A rigging plan, showing the lift points, rigging gear, and rigging procedures.
 - (4) The environmental conditions under which lift operations are to be stopped.
 - (5) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g)
 - (6) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated lists and trim. The amount of list and trim shall be within the crane manufacturer's requirements.
 - (g) Contractors shall notify the contracting officer as soon as practicable, but no later than four hours after any weight handling equipment (WHE) accident (see definition in NAVFAC P-307, section 12). The contractor shall secure the accident site and protect evidence until released by the contracting officer. The contractor shall conduct an accident investigation to establish the root cause(s) of any WHE accident. Crane operations shall not proceed until the cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer.
 - (h) The contractor shall provide the contracting officer within 30 days of any accident a Weight Handling Equipment Accident Report using the form provided in NAVFAC P-307, section 12, consisting of a summary of circumstances, an explanation of causes(s), photographs (if available), and corrective actions taken. These notifications and reporting requirements are in addition to those promulgated by OPNAVINST 5100.23 and related claimant instructions.
- (End of clause)

UNIT PRICES (JUL 2016)

Contractor unit prices, when incorporated into a Government contract, may be releasable under the Freedom of Information Act (FOIA) in the event NAVSUP FLCSD receives a FOIA request.

LIABILITY INSURANCE LIMITS

Pursuant to the terms of the clause FAR 52.228-5, Insurance--Work on a Government Installation, following are the kinds and minimum amounts of insurance required:

General liability: bodily injury liability insurance coverage written on the comprehensive form of policy--\$500,000 per occurrence.

Automobile liability insurance written on the comprehensive form of policy for bodily injury and property damage liability covering the operation of all automobiles operated in the United States and used in connection with performing the contract--\$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Aircraft public and passenger liability when aircraft are used in connection with performing the contract--\$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be \$200,000 multiplied by the number of seats or passengers, whichever is greater.

REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FLCSD is the Director, Regional Contracts Department, Fleet Logistics Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action. (End of Local Provisions)

For Brand Name or Equal procurements:

The proposed contract action is for a brand name or equal product. The brand name, model number, and salient characteristics of the product(s) are listed in the SOW and CLIN Structure template. FAR 52.211-6 -- Brand Name or Equal is hereby incorporated by reference. Provide information required by FAR 52.211-6 when submitting offers for brand name or equal products. One or more of the items under this acquisition is subject to Free Trade Agreements.

Proposal Submission Date: This combined synopsis/solicitation will close at **5:00 PM (PST) on Wednesday, August 31, 2016**. Submit quote in accordance with instructions provided under Addendum to FAR 52.212-1. Oral communications are not acceptable in response to this notice. All responsible sources may submit a quote which shall be considered by the agency.

Attachments:

- (1) Statement of Work
- (2) CLIN Structure for Pricing (template)
- (3) Past Performance Information (PPI) form

***** End of Combined Synopsis/Solicitation *****